

Judge Ronald B. Leighton

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

UNITED STATES OF AMERICA,

Plaintiff,

v.

7316 NE 16TH AVE., #9, VANCOUVER,  
WASHINGTON, CLARK COUNTY  
PARCEL #098495-046, ITS BUILDINGS,  
IMPROVEMENTS, APPURTENANCES,  
FIXTURES, ATTACHMENTS AND  
EASEMENTS, PROPERTY OWNER:  
MARK & ALISON HALLENBECK  
PROPERTY BUYER: ROBIE TERRELL  
CARTER,

Defendant.

NO. C08-5325RBL

AMENDED EXPEDITED  
SETTLEMENT AGREEMENT FOR  
CIVIL FORFEITURE

IT IS HEREBY STIPULATED by and between plaintiff, the United States of America, by and through Jeffrey C. Sullivan, United States Attorney for the Western District of Washington, and Richard E. Cohen, Assistant United States Attorney for said District, and Claimants, Mark and Alison Hallenbeck, by and through their attorney, Denise Lukins, to compromise and settle this civil forfeiture case according to the following terms:

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1           1.       The Claimants stipulate to the forfeiture of the defendant property located at  
2 7316 NE 16th Avenue, #9, Vancouver, Washington, to the United States, and to the entry  
3 of a Judgment of Forfeiture, forfeiting said property to the United States.

4           2.       The parties hereby stipulate that any violations of Title 21,  
5 United States Code, Sections 841(a)(1) and 841(b)(1)(B), involving the defendant real  
6 property occurred without the knowledge or the consent of Claimants Mark and Alison  
7 Hallenbeck.

8           3.       Plaintiff, United States agrees to recognize the claim of Mark and Alison  
9 Hallenbeck to the extent this claim is equivalent to that of a mortgagee or a deed of trust  
10 beneficiary due the balance owed on the real estate contract for the defendant property.  
11 Upon entry of a Judgment of Forfeiture, the United States will pay Claimants, Mark and  
12 Alison Hallenbeck, from the Asset Forfeiture fund, the following:

13               a.       all unpaid principal due to Claimants under the April 15, 2003, real  
14 estate contract, attached hereto as Exhibit A, (recorded in the official records of Clark  
15 County, Washington Recording No. 3624679), that is, \$50,533.91<sup>1</sup>; and all other costs  
16 and fees due and owing under the terms of the contract, including:

- 17                       1. Interest--\$1,542.35 assessed at seven percent, accrued  
18                               through September 21, 2008;
- 19                       2. Attorneys fees--\$3,838.00
- 20                       3. Costs--totaling \$631.57, including the following:
  - 21                               a. cost of title report--\$466.57
  - 22                               b. service/posting of Notice of Intent to forfeit--\$45.00
  - 23                               c. copying/Postage--\$10.00
  - 24                               d. long distant phone charges--\$10.00
  - 25                               e. recording fees--\$60.00

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27           <sup>1</sup> An Expedited Settlement Agreement was filed with this Court on February 25, 2009, *See* docket #14. The principal amount in  
28 the previous Agreement, \$48,569.84, was incorrect. The correct amount of principal due to the Claimants is \$50,533.91. *See* amortization  
schedule, submitted by Claimants, a copy of which is attached hereto.

1 f. process server fee to file answer--\$40.00

2 4. Daily interest accruing from September 21, 2008, at the rate of  
3 \$10.28 per diem, to the date of payment.

4 4. The payment to Claimants Mark and Alison Hallenbeck shall be in full  
5 settlement and satisfaction of any and all claims by Mark and Alison Hallenbeck to the  
6 defendant real property that is the subject of this lawsuit filed by the United States on or  
7 about May 22, 2008, and all claims resulting from the incidents or circumstances giving  
8 rise to this lawsuit.

9 5. Upon payment, Claimants Mark and Alison Hallenbeck agree to assign and  
10 convey their interest in the property to the United States and to release and hold harmless  
11 the United States, the agents, servants, and employees of the United States (or any state or  
12 local law enforcement agency assisting in the investigation and litigation of this case)  
13 acting in their individual or official capacities, from any and all claims by the Claimants  
14 and their agents, heirs or assigns, which currently exist or which may arise as a result of  
15 the government's forfeiture action against the defendant real property.

16 6. As a part of the settlement, Claimants Mark and Alison Hallenbeck, agree  
17 not to pursue against the United States any other rights that they may have under the real  
18 estate contract, including but not limited to the right to initiate a foreclosure action.

19 7. Claimants understand and agree that by entering into this expedited  
20 settlement of their interests in the defendant property, they waive any rights to further  
21 litigate against the United States their interest in the defendant property and to petition for  
22 remission or mitigation of the forfeiture. Unless specifically directed by order of this  
23 Court, Mark and Alison Hallenbeck are hereby excused and relieved from further  
24 participation in this action.

25 8. The parties agree to execute further documents, to the extent necessary, to  
26 convey clear title to the property to the United States and to further implement the terms  
27 of this settlement.

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ORDER

The Amended Expedited Settlement Agreement executed and filed in this action by plaintiff United States of America and Claimants Mark and Alison Hallenbeck is hereby

APPROVED.

DATED this 12<sup>th</sup> day of March, 2009.

  
RONALD B. LEIGHTON  
UNITED STATES DISTRICT JUDGE

Presented by:

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